



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION



NOTICE OF AVAILABILITY OF  
BOATING INFRASTRUCTURE GRANTS

The Department of Environmental Protection (DEP) is pleased to offer a request for proposal under the Boating Infrastructure Grant Program. The DEP is administering this for the Department of the Interior, U.S. Fish and Wildlife Service. Congress created this program recognizing that insufficient tie-up facilities exist for transient, nontrailerable boats for reasonable and convenient access from our navigable waters. Specifically, boaters are unable to enjoy many recreational, cultural, historic, scenic, and natural resources of the United States ([Federal Register](#), 50 CFR 86, January 18, 2001).

BIG Program funds are available to public and private agencies and marinas and other facilities that provide transient tie-up opportunities for non-trailerable (26' or over in length) recreational boats.

The grant is designed to provide federal funds for the creation or renovation of tie-up facilities for transient, nontrailerable recreational boats 26 feet or larger. While funding for this program is tied to the reauthorization of the Wallop-Breaux Act and passing of the Highway Bill, it is expected that funding will be available for the Federal Fiscal Year of 2007.

DEP will be accepting applications for two levels of funding.

1. A minimum grant of \$30,000 up to a total of \$90,000 Federal requests (Tier I- See Grant Basics page for more detail)
2. For projects over \$100,000 (Tier II- See Grant Basics page for more detail)

The deadline for the next cycle of grant applications is **August 15, 2007**.

As part of this package, you will find:

1. Program Requirements and Grant Basics
2. Application for Project Proposals
3. Budget Work Sheet and Instructions

Please return **TWO** original sets of your application to:

Gwendolynn Flynn  
333 Ferry Road, P.O. Box 280  
Old Lyme, Connecticut 06371  
(860) 434-8638  
(860) 434-3501 (FAX)  
[gwendolynn.flynn@ct.gov](mailto:gwendolynn.flynn@ct.gov)

Only complete applications received before August 15, 2007 will be considered for funding. Typically, applicants will be informed in January 2008 of approval/denial of funding for project requests. Approved projects can be expected to begin Spring 2008. Work must be completed within 3 years of project approval.



## BOATING INFRASTRUCTURE GRANT PROGRAM -

### A. GRANT BASICS

#### Purpose of the Boating Infrastructure Grant Program

This program will:

- (a) Create dockage for transient recreational boats 26 feet or more in length for recreational opportunities and safe harbors;
- (b) Provide navigational aids for boaters to use these facilities;
- (c) Enhance access to recreational, historic, cultural, natural, and scenic resources;
- (d) Strengthen local ties to the boating community and its economic benefits;
- (e) Promote public/private partnerships and entrepreneurial opportunities;
- (f) Provide continuity of public access to the shore; and
- (g) Promote awareness of transient boating opportunities.

#### Definitions of terms used

For the purposes of this part, the following terms are defined:

**Construct** means engaging in activities that produce new capital improvements and increase the value or usefulness of existing property. These activities include building new tie-up facilities or replacing or expanding existing tie-up facilities.

**Maintain** means engaging in activities that allow the facility to continue to function, such as repairing docks. These activities exclude routine janitorial activities.

**Navigable water** means waters connected to or part of the jurisdictional waters of the United States that transient nontrailerable recreational vessels currently use or can use.

**Nontrailerable recreational vessels** mean motorized boats 26 feet or more in length manufactured for and operated primarily for pleasure, including vessels leased, rented, or chartered to another person for his or her pleasure.

**Renovate** means to rehabilitate or repair a tie-up facility to restore it to its original intended purpose, or to expand its purpose to allow transient nontrailerable recreational vessels.

**Transient** means passing through or by a place, staying 10 days or less.

**Tie-up facilities** mean facilities that transient nontrailerable recreational vessels occupy temporarily, not to exceed 10 consecutive days; for example, temporary shelter from a storm; a way station en route to a destination; a mooring feature for fishing; or a dock to visit a recreational, historic, cultural, natural, or scenic site.

**Water-body** means the lake, section of river, or specific area of the coast, such as a harbor or cove, where tie-up facilities or boat access sites are located.

#### What does the national BIG Program do?

This program provides grant funds to States to administer for the construction, renovation, and maintenance of tie-up facilities with features for transient boaters in vessels 26 feet or more in length, and to production and distribution of information and educational materials about the program.

#### What types of projects can be funded?

Boating infrastructure refers to features that provide stopover places for transient nontrailerable recreational vessels to tie up. These features include, but are not limited to:

- Mooring buoys
- Day-docks
- Navigational aids (channel markers, buoys, directional information)
- Transient slips (slips that boaters with nontrailerable recreational vessels occupy for no more than 10 consecutive days)
- Safe harbors for transients
- Floating docks and fixed piers
- Floating and fixed breakwaters
- Dinghy docks
- Restrooms
- Retaining walls
- Bulkheads
- Dockside utilities
- Pumpout stations
- Recycling and trash receptacles
- Dockside electric service
- Dockside water supplies
- Dockside pay telephones
- Debris deflection booms
- Marine fueling stations
- Initial, one-time-only dredging, only to provide transient vessels with safe channel depths to the transient facility.

All facilities constructed under this program must be:

- Secure and safe with service available
- Designed and constructed so as to last at least 20 yrs
- Used by transient boaters (boaters not at their home port and staying not more than 10 consecutive days)
- Designed to accommodate boats 26' in length or greater
- In boating access waters at least 6 feet deep (at low water)
- On designated navigable waters
- Within two miles of a public pumpout
- Open to the public
- Used for the original stated grant purpose throughout the useful life of the project
- Maintained throughout their useful life

### **Conditions**

Facilities that participate in the program must allow the feature(s) constructed under the BIG Program to be open to the general public and provide access to shore along with other existing basic features of the facility such as fuel, pumpouts, and restrooms. Some type of reservation system must also be available to ensure boaters space when they arrive. Access to other nonessential features of the facility is not required.

Reasonable rates (prevailing rates in the area) may be charged to boaters for transient mooring facilities constructed under the BIG Program.

### **Projects are ineligible for funding if the proposed activities include:**

- Activities or construction that does not provide a benefit to the public.
- Law enforcement patrols
- Law enforcement activities against the applicant (i.e. un-permitted structures)
- Law enforcement violations (i.e. operations without permits)
- Degradation of valuable natural resources or cultural or historic nature of the area
- Maintenance dredging
- Routine, custodial and/or janitorial maintenance activities (those that occur regularly on an annual or more frequent basis)
- Construction or maintenance of facilities designed for trailerable boats
- Construction of slips for long term rental (more than 10 days)
- Dry land storage or haul out facilities

### **Who is eligible to apply?**

BIG Program funds are available to public and private agencies and marinas and other facilities that provide transient tie-up opportunities for non-trailerable (26' or over in length) recreational boats.

### **When is the application deadline?**

**The next (FY 2007) application deadline is August 15, 2007.** The DEP is making this announcement with the belief that funding for this program will remain at levels similar to previous years. The initial Federal authorization for this program expired at the end of Federal Fiscal Year 2003 (09/30/03). Additional monies have come by way of continuing resolution through the Federal FY2005. Therefore, funding for the program is contingent upon program reauthorization by Congress and cannot be guaranteed at this time. All grant proposals for both Tier I and Tier II projects, are due to the DEP Boating Division, 333 Ferry Road, P.O. Box 280, Old Lyme, CT 06371-0280, by August 15, 2007.

### **Where do funds come from?**

Each state can participate in the BIG Program, which is funded through the Federal Aid in Sport Fish Restoration Act and administered by the US Fish and Wildlife Service (USFWS). The Connecticut Department of Environmental Protection is the administering entity in Connecticut. Funding for this program is currently under reauthorization by the US Congress. Authorized by Congress during the summer of 1998, funds come from the Sport Fish Restoration Account of the Aquatic Resources ([Wallop Breaux](#)) Trust Fund. This Trust Fund is contained within the Highway Trust and is being reauthorized under the Sportfishing and Boating Safety Act of 2005. The funds result from a Federal excise tax on fishing equipment, trolling motors, import duties on boats and motorboat fuels.

### **How are funds awarded?**

All funds are awarded to an appropriate State Agency. For Connecticut, The Department of Environmental Protection (DEP) Boating Division is designated as the administering entity for the BIG Program. The DEP encourages local units of government and private facilities to participate in this program by submitting grant requests for transient facilities to the DEP's Boating Division. Applicants will be notified if their project was not selected at the State level to go to the Federal level. States are generally notified by January of each year of grant awards.

DEP will in turn notify remaining applicants of the status. Awarded federal funds can be used to reimburse up to 75% of the approved project costs. The remaining "matching" funds must come from the grant recipient.

### **Two levels of funding within BIG Program**

There are two levels of funding within the Boating Infrastructure Grant Program:

**Tier I:** An annual maximum of \$100,000 is available to each applying state under the Tier I portion of the BIG Program. However, the Connecticut DEP is making \$90,000 available for these projects; ten thousand dollars goes to administrative costs. Tier I is designed for smaller projects that add transient boating infrastructure to the area and to compete at the state level. Projects will be selected at a minimum funding level of \$30,000 and a maximum of \$90,000. Selected projects must still be authorized by USFWS.

**Tier II:** The remainder of the BIG Program annual funding (to date, \$8 million nationally, less whatever is awarded under Tier I) is typically awarded to larger projects under Tier II. Tier II projects that qualify at the state level are then competitively judged at the national level. Top scoring projects are eligible for funding by the U.S. Fish & Wildlife Service.

**Please note: While both tiers of the BIG Program are very competitive; the level of national competition within Tier II is especially high.** Successful projects are of a superior nature and are submitted with very thorough applications. To be competitive in Tier II, we recommend that even the best projects be submitted with a substantial percentage of matching dollars.

We recommend that if you are considering applying for a Tier II project that you contact us early in the application process so that we can provide assistance on the details of your application.

### **When can the project begin?**

Applicants cannot start a project until they receive notice of the award and enter into formal agreement with DEP. No reimbursement will be given for any work performed prior to entering into a formal agreement with DEP and signed a signed grant agreement with USFWS. The formal agreement is a document signed by the grant recipient, Commissioner of the Department of Environmental Protection and Attorney General. Any costs incurred prior to the full execution of this agreement are the responsibility of the applicant and will not be reimbursed by DEP. DEP will send the applicant a completed agreement with a formal letter granting permission to proceed with the project. The DEP will facilitate the grant agreement with USFWS and will maintain that paperwork.

### **Design & Construction**

The applicant must not award any construction contracts until after plans and specifications are approved by the Connecticut Department of Environmental Protection (DEP).

The applicant is obliged to cooperate with the Connecticut DEP in order to ensure that the contractors comply with Equal Employment Opportunity requirements. This includes all bid advertisements.

Funded projects must also meet federal ADA requirements for barrier-free access. (See Federal Register 09/03/02) This Federal Register contains information about barrier-free access at boating facilities as well as other types of outdoor recreation facilities. Design consultants and engineers need to plan accordingly. To obtain a copy of minimum design specifications and ADA requirements for boating facilities funded through the DEP Boating Division, contact: Mike Payton at 860-434-8638.

### **Compliance**

Features proposed under the BIG Program cannot cause damage to the environment nor to historic features. If the scope and nature of your project requires an Environmental Assessment (EA) to be completed, it will be the grantee's responsibility to have the EA prepared and approved. All facilities must comply with requirements of the Americans with Disabilities Act.



## BOATING INFRASTRUCTURE GRANT PROGRAM -

### B. ELIGIBLE PROJECTS

Boating infrastructure refers to features that provide stopover places for transient nontrailerable recreational vessels to tie up. These features include, but are not limited to:

- Mooring buoys
- Day-docks
- Navigational aids (channel markers, buoys, directional information)
- Transient slips (slips that boaters with nontrailerable recreational vessels occupy for no more than 10 consecutive days)
- Safe harbors for transients
- Floating docks and fixed piers
- Floating and fixed breakwaters
- Dinghy docks
- Restrooms
- Retaining walls
- Bulkheads
- Dockside utilities
- Pumpout stations
- Recycling and trash receptacles
- Dockside electric service
- Dockside water supplies
- Dockside pay telephones
- Debris deflection booms
- Marine fueling stations
- Initial, one-time-only dredging, only to provide transient vessels with safe channel depths to the transient facility.
- Install navigational aids between tie-up facilities and channels

#### All facilities constructed under this program must be:

- Secure and safe with service available
- Designed and constructed so as to last at least 20 yrs
- Used by transient boaters (boaters not at their home port and staying not more than 10 consecutive days)
- Designed to accommodate boats 26' in length or greater
- In boating access waters at least 6 feet deep (at low water)
- On navigable waters
- Within two miles of a public pumpout
- Open to the public
- Used for the original stated grant purpose throughout the useful life of the project
- Maintained throughout their useful life

#### Conditions

Facilities that participate in the program must allow the feature(s) constructed under the BIG Program to be open to the general public and provide access to shore along with other existing basic features of the facility such as fuel, pumpouts, and restrooms. Some type of reservation system must also be available to ensure boaters space when they arrive. Access to other nonessential features of the facility is not required. Reasonable rates (prevailing rates in the area) may be charged to boaters for transient mooring facilities constructed under the BIG Program.

#### Projects are ineligible for funding if the activities include:

- Activities or construction that does not provide public benefit.
- Law enforcement actions
- Degradation of valuable natural resources or cultural or historic nature of the area
- Maintenance dredging
- Routine, custodial and/or janitorial maintenance activities (those that occur regularly on an annual or more frequent basis)
- Construction or maintenance of facilities designed for trailerable boats
- Construction of slips for long term rental (more than 10 days)
- Dry land storage or haul out facilities

#### Design & Construction (**THIS IS AN IMPORTANT SECTION**)

The applicant must not award any construction contracts until after plans and specifications are approved by the Connecticut Department of Environmental Protection (DEP). The applicant is obliged to cooperate with the Connecticut DEP in order to ensure that the contractors comply with Equal Employment Opportunity requirements. This includes all bid advertisements.

Funded projects must also meet federal ADA requirements for barrier-free access (See Federal Register 09/03/02). This Federal Register contains information about barrier-free access at boating facilities as well as other types of outdoor recreation facilities. Design consultants and engineers need to plan accordingly. To obtain a copy of minimum design specifications and ADA requirements for boating facilities funded through the DEP Boating Division, contact: Mike Payton at 860-434-8638.

#### Compliance

Features proposed under the BIG Program cannot cause damage to the environment nor to historic features. If the scope and nature of your project requires an Environmental Assessment (EA) to be completed, it will be the grantee's responsibility to have the EA prepared and approved. All facilities must comply with requirements of the Americans with Disabilities Act.



## BOATING INFRASTRUCTURE GRANT PROGRAM -

### C. HOW PROJECTS ARE SCORED

**Eligibility Questions.** In order to be eligible for funding the following questions must be answered in the affirmative for both Tier I and Tier II projects.

- Will the proposed facilities accommodate transient boats 26ft and longer?
- Are facilities on navigable waters?
- Are facilities open to the public?
- Is the boating access water at least 6 feet deep?
- Do the proposed improvements have a life expectancy of 20 years or more?
- Are security, safety and service available at the proposed facility?
- Is a public pump out available on site or within 2 miles?  
Location of pump out: \_\_\_\_\_
- Does the proposal contain a minimum of 25% matching funds?

#### Scoring Elements

In order to score the maximum points possible, the project proposal should include information describing how the project meets the following criteria. Don't assume that this information will be apparent to the grant evaluators. Provide descriptions that sell your project. See the following Rating Scores for actual point values.

- Use of innovative techniques to increase the availability of tie-up facilities for transient vessels 26' or more in length (can include education/information). Innovative aspect(s) of project elicits a "gee-whiz" response.
- The applicant is able to provide a minimum 25% match. Additional points are awarded at increments of 26%, 36%, and 50%. A clear statement describing the source of the matching funds is required.
- Cost effectiveness. Proposals are cost effective when the tie-up facility or access site's features add a high value relative to the proposed expenditure. An example would be a project within an existing harbor that adds high value and opportunity to existing features (restrooms, utilities, etc.). A project that requires installing all of the above would add less value for the cost.
- Project provides a significant link to prominent destination waypoints such as those near metropolitan population centers, cultural or natural areas, or that provide safe harbors from storms.
- Project provides access to recreation, historic, cultural, natural, or scenic opportunities of local, regional, and/or national significance. Points are given for each category, local, regional, and national.
- Project provides significant economic impact to a community. For example, if the project were built, how many boaters would be attracted to the area? How much would they spend in the community? How does that contribute to the economic value of the community?
- Project includes public/private or public/public partnerships. The USFWS or the DEP Boating Division may not be used as partners in this scoring criterion. Additional points are given for up to three or more partnerships. To be considered a partner, the partner must supply something of reasonable and tangible value to the project.
- The project will be operated and maintained at a high standard for transient boating users.
- Project includes documented multi-state efforts that result in coordinating location of tie up facilities.

### Scoring Criteria Rating

Scoring Element	Range	Points
Amount of match provided	25%	0
	26-35%	5
	36-49%	10
	50+%	15
Number of Public/Private or Public/Public Partnerships	1	5
	2	10
	3+	15
Degree of Project Innovation	None	0
	Low to High	3 to 15
Cost Efficiency	No evidence	0
	Above Average	4
	Very Good	7
	Excellent	10
Prominent Waypoint Linkage	No	0
	Yes	10
Access to recreational, historical, cultural, natural, or scenic opportunities	National significance	5
	Regional Significance	5
	Local Significance	5
Positive Impact on local economy	Very Little	1
	Moderate	3
	Significant	5
Multi-state efforts resulting in coordinated locations for moorage	No	0
	Yes	5
TOTAL POSSIBLE POINTS		90



## BOATING INFRASTRUCTURE GRANT PROGRAM -

### D. IF YOUR PROJECT IS APPROVED FOR FUNDING

If the application is approved for funding through the U.S. Fish & Wildlife Service (USFWS), the following procedure will be used:

1. A formal application for agreement will be prepared and submitted to the USFWS (see sample attached). The Boating Division will coordinate this effort; the grant recipient will assist as needed. This application will include more specific information about the project. Issues including community need, project objectives, expected results and benefits, approach, future income, environmental consequences, and historic preservation, will be addressed. **Please be advised that this process will take anywhere from a few to many months, depending on project conditions.**
2. Once the formal application for agreement has been approved by the USFWS, the DEP will enter into a formal project agreement with the USFWS. The agreement period may be up to three years.
3. DEP will draft a formal agreement to be initiated upon receipt of the DEP/USFWS signed agreement. The Commissioner of the Department of Environmental Protection, Connecticut Attorney General and the BIG Program grant recipient must sign this formal grant agreement.
4. DEP will forward an original agreement to the applicant with a letter of authorization to proceed with the project. The applicant can then begin construction, etc. at their convenience.

**NOTE:** Most project costs incurred prior to Federal approval and formal agreement between DEP and the grant recipient are not eligible for reimbursement. **It is imperative that NO construction or purchases commence prior to written approval from DEP.** Certain pre-agreement costs such as design and archeological surveys may be eligible for reimbursement if and only if a project is selected for funding.

#### Permit Requirements

The applicant is required to secure all local and state permits required for the project. This may include building and zoning permits, U.S. Army Corps of Engineers permits, a submerged land lease from DEP, and EPA permits, among others. Permits are not required prior to making application for a grant, but will be required before construction begins.

#### Design and Construction Requirements

The applicant must not award any construction contracts until after plans and specifications are approved by the Connecticut Department of Environmental Protection (DEP).

The applicant is obliged to cooperate with the Connecticut DEP in order to ensure that the contractors comply with Equal Employment Opportunity requirements. This includes all bid advertisements.

Funded projects must also meet federal ADA requirements for barrier-free access (See Federal Register 09/03/02). This Federal Register contains information about barrier-free access at boating facilities as well as other types of outdoor recreation facilities. Design consultants and engineers need to plan accordingly. To obtain a copy of minimum design specifications and ADA requirements for boating facilities funded through the DEP Boating Division, contact: Mike Payton at (860) 434-8638.

#### Compliance

Features proposed under the BIG Program cannot cause damage to the environment nor to historic features. If the scope and nature of your project requires an Environmental Assessment (EA) to be completed, it will be the grantee's responsibility to have the EA prepared and approved. All facilities must comply with requirements of the Americans with Disabilities Act.

#### Project Acknowledgement

A permanent sign acknowledging the Sport Fish Restoration Program is required for all projects. DEP will provide a sign for this acknowledgment.

#### Post Construction, Operation and Maintenance

Any facility that is developed with assistance from the Boating Infrastructure Grant Program and the DEP Boating Division shall be operated and maintained in accordance with all provisions of the grant agreement. The facility will be operated so as to appear attractive and inviting to the public and shall be kept safe for public use.

#### Discrimination Prohibited

The applicant/recipient agrees that no person shall, on the basis of race, sex, religion, age, color, any disability as defined in the Americans with Disabilities Act, national origin or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the applicant/ recipient/ receives financial assistance from DEP Boating Division or U.S. Fish & Wildlife Service.

#### Liability

The grant recipient agrees to defend and hold the state free from liability in case of claim or suit arising from the construction, operation, or maintenance of this project.

#### Questions?

Contact Gwendolynn Flynn ([gwendolynn.flynn@ct.gov](mailto:gwendolynn.flynn@ct.gov), 860-434-8638) at the DEP Boating Division, 333 Ferry Road, P.O. Box 280, Old Lyme, CT 06371-0280.





Boating Infrastructure Grant Program -  
**E. BUDGET FORM INFRASTRUCTURE**

**Design/Permitting/Engineering**

- Identify the costs associated with any **Design / Engineering and/or Permitting** necessary to complete the work tasks of this project. (*Specifically identify each permit required and its associated cost including application fee.*)
- You will also have to contact your local building official to determine if any local permits are required.
- If you use in-house staff to prepare the designs, you may include staff time involved as part of your contribution to the project.
- If you are asking for Design and/or Engineering costs as part of the grant, attach an explanation for the selection of specific contractor(s). Include names and addresses of other contractors you solicited.

**Equipment/Supplies/Construction/Installation**

- Specify any **equipment** and **supplies** you expect to replace or add during the contract period and list cost(s). ***You may have to complete the design work prior to estimating this cost.***
- Specify the **construction and installation** costs for the project.
- Fill in the **total project costs** by adding lines 2 through 5. (Line 6)
- The amount requested cannot exceed 75% of the total cost. (Line 7.)
- Indicate the amount you (with any partners) will contribute in line 8. (*Specifically identify funding source(s) and amount for each contributor.*)
- Attach an explanation for the selection of specific contractor(s). Include names and addresses of other contractors you solicited.

**FUNDING**

- Funding will be authorized only to those venues meeting all eligibility criteria identified on the instructions. Funding will be awarded at the discretion of the Boating Infrastructure Grant administrators and shall not exceed 75% of project costs as approved.
- Funds awarded may be expended on such tasks as design and engineering of the facility, permit application fees, equipment and supply purchases, and contracted work.
- Funding for qualified proposals will be provided by entering into a "Personal Service Agreement" (PSA). The PSA will require, among other things, that the facility owner maintain, and submit annually to DEP, a narrative report on the use of the funded facility. This report would include reference to the owner's maintenance of the facility which, according to the Grant, should have:
  - Minimum 20-year life expectancy,
  - Minimum of 6-foot draft availability,
  - Continual availability to transient vessels as defined in the Grant.
- Funded facilities shall post, in prominent locations, signs crediting Boating Infrastructure Grant funding and display the Federal Sport Fish Restoration logo.
- By Federal Regulation, the approved charge per use of the funded facility shall not exceed "a reasonable fee, based on the prevailing rate in the area." The fee should be used for maintenance of the project.
- Applications must identify and be signed by an individual authorized by the Facility to enter into agreements (the *Contact*). A signed (and sealed if applicable) signature resolution will be required at the time of the signing of the Personal Services Agreement.
- No covered work except preliminary costs identified under Section 86.20(e) of the attached *Federal Register* may be started until full approval of the project has been granted.



## Boating Infrastructure Grant Program -

### F. HOW TO APPLY – SUBMISSION REQUIREMENTS

#### Get an Application

Contact Gwendolynn Flynn ([gwendolynn.flynn@ct.gov](mailto:gwendolynn.flynn@ct.gov), 860-434-8638) if you would like a copy of the application mailed or e-mailed to you.

#### HOW TO FILL OUT THE APPLICATION

Please refer to the following guidelines when completing the BIG Program grant application form.

Indicate whether you are requesting Tier I or Tier II funding. Tier I grant applications are rated by state: Connecticut grants only compete against other Connecticut grants for funding. Applications for Tier II funding are scored nationwide. Tier II funding is extremely competitive.

##### Part 1- APPLICANT (Facility Name)

Contact information for person who will coordinate with Boating Division. May be same as Part 2.

##### Part 2- OWNER INFORMATION

Owner or Chief Elected Authority/Designee: This should be the name of the owner of the facility or the Chief Elected Authority of the municipality (such as the First Selectmen, Mayor, etc.) that is applying for the grant.

Provide other information as requested.

##### Part 3- PROJECT LOCATION

List the facility or marina name, county, and the body of water where the facility is located. For body of water, list the name of the sound, river, cove, etc. Also list the nearest city or municipality to the project site. Include the latitude and longitude.

##### Part 4- ELIGIBILITY

All questions must be answered "yes" in order to qualify for the Boating Infrastructure Grant Program.

##### Part 5- PROJECT DESCRIPTION & SCHEDULE OF WORK

Provide a detailed narrative of all parts of the project, including the scope of work identifying each task (methods and procedures), products, and improvements. Provide a schedule of work to be performed (include seasonal time constraints/requirements for work). A possible time constraint on work would be an endangered, threatened or species of concern in Connecticut. Although not necessary at this point in the project, the Environmental Geographic and Information Center (EGIC) can review the Natural Diversity Database to let you know if your project is in an area with possible species of concern. If these species are present, this may place a time constraint on the work, which may affect work. Please contact EGIC at 860-424-3540 for more information.

Example: The project includes the addition of 10 dock spaces for transient use only and provides water and electric service to docks. Docks will be 30 ft. long...

Attachments:

- Area Map-** general area of Connecticut showing where proposed project is located.
- Site Vicinity Map-** County, city or USGS quad map showing where proposed project is located. Location maps copied from USGS quads are appreciated (see <http://geography.usgs.gov/partners/viewonline.html> for links to quad maps).
- Site Plan-** (MUST BE TO SCALE) Show the layout and boundaries of the facility and location of all proposed project components, including the location of mean low water, mean high water, high tide line and the reference datum. Label all proposed project components and existing features on the plan.

##### Part 6- PERMITS NEEDED

Indicate what permits (Federal, State, Local) are required to take on the proposed work. If the permit process has begun, indicate the status.

##### Part 7 – FEES CHARGED

Fees typical of going rates may be charged. ALL fees collected for the funded facility must be escrowed. Fees may be used to pay salaries for personnel assigned to work at the facility, operation and maintenance of the funded infrastructure.

##### Part 8- PROJECT JUSTIFICATION

Provide a detailed narrative describing the proposed transient infrastructure. This is your chance to sell your project. Be sure to read the "How Projects Are Scored" section. Note that Tier I projects are scored on the state level, whereas Tier II projects are scored nationally.

**Need:** The following questions may be used to provide a concise and through explanation.

- Why is the project being undertaken?
- How does the identified need relate to the Boating Infrastructure Grant program objectives?
- Describe the supply & demand aspects?
- What evidence is there about the need (i.e. surveys)?
- How did you measure this?

**Objective:** The measurable or tangible accomplishments that are going to be reached by the end of the grant proposal period that will address the need.

- Specify exactly what you hope to accomplish.
- Specify a date everyone recognizes as the time period in which it will be accomplished.
- How do you want to affect the people with the proposed project?

Example 1: Increase the transient dockage for vessels greater than 26' by 10% in the Southeast region of the state.

Example 2: Generate 3,000 unique visitors on the department's Pump-out website during the grant period.

**Expected Results & Benefits:** What positive, quantifiable results and benefits will you accomplish? Use the following for the best description of what your project will provide.

- Increase Access
- Increased Use
- Economic Impact
- Increased Recreational Opportunity (i.e. town, state, federal parks)

Some useful questions to ask about the project are:

- What will be the results or benefits of accomplishing the project?
- How will the project impact transient recreational vessels or benefit the boating public?
- Provide quantified resource or public use benefits and/or other users who will benefit from the project.

**Approach:** How will you reach the objective in the time allotted?

List all the steps taken to complete the project. Include specific procedures, schedules and when required, key project personnel and coordinators. Below is an example of a basic approach to a proposed project. When completing your approach, please provide as much detail as possible.

Example: Contract with engineering firm to design navigational aids and their placement, receive all necessary permits, install navigational aids to assist the transient boaters that are unfamiliar with the local waters to safely navigate the harbor, project leader John Doe will make weekly site visits to monitor the project status.

See the "How Projects Are Scored" section of the instructions for a description of the scoring criteria.

## Scoring Parameters

### Part 9-PROJECT SUMMARY AND BUDGET

Indicate the number of all the applicable Project Components. Indicate whether the component is a replacement or new construction. Provide an estimated cost for each component of the project. The minimum "Match", or applicant contribution, that can be supplied is 25%.

Please be accurate when figuring the TOTAL ESTIMATED COST OF THE PROJECT. Taking the time and expending the effort necessary to submit an accurate estimate can avoid unexpectedly high bids and cost overruns. Estimate project costs based on construction and material prices at least one year from the date of application. Round all estimated cost to the nearest dollar. See Part 9 to calculate these figures.

Use the following formula for figuring the GRANT AMOUNT REQUESTED and the MATCH AMOUNT. Note that a minimum of 25% match must be supplied.

Example: Total project cost estimate = \$40,000  
Grant amount (74%):  $40,000 \times .74 = \$29,600$   
Match amount (26%):  $40,000 \times .26 = \$10,400$

Additional itemized sheet(s) for material and labor costs, and/or contractor or engineer's estimates are recommended. An engineer's estimate is best for large projects. If the project includes new docks, list the type of docks planned for construction. Are they fixed or floating docks? Are they being purchased from a manufacturer? If possible, provide construction and/or shop drawings.

### PART 10- APPLICANT SIGNATURE

Print your name, agency, and title. Sign and date the application  
Owner or a Chief Elected Authority or Designee (for municipalities only), if different from the applicant needs to sign and date the application.

Return TWO original sets of your application to the address listed by the deadline date.



**G. Application Form  
BOATING INFRASTRUCTURE  
GRANT PROGRAM  
FOR TIER I OR TIER II FUNDING  
ASSISTANCE**



**Submit to:**

Department of Environmental Protection  
Bureau of Outdoor Recreation – Boating Division  
P.O. Box 280, 333 Ferry Street  
Old Lyme, CT 06371-0280  
Attn: Gwendolynn Flynn  
860-434-8638

**Contact Person:**

Gwendolynn Flynn, BIG Coordinator  
Telephone: 860-434-8638  
Fax: 860-434-3501  
Email: [gwendolynn.flynn@ct.gov](mailto:gwendolynn.flynn@ct.gov)

☐ **Tier I** [a total of \$90,000 Federal Funds available]

☐ **Tier II** [greater than \$100,000 Federal Funds]

**1. Applicant (Facility Name):**

Contact Person:

Relationship to Facility:

Mailing Address:

City/Town:

Zip Code:

Business Phone: (    )        ext.       

Fax (    )

Cell phone (optional) (    )

Email:

**2. Owner/ Chief Elected Authority or Designee of Proposed Project**

Name:

Mailing Address:

City/Town:

Zip Code:

Business Phone: (    )        ext.       

Fax (    )

**Federal Employer Identification Number** or Social Security #:

**3. Project Location**

Facility Location address:

Water body:

City or Municipality:

Latitude:

County:

Longitude

**Physical Requirements:** check applicable boxes

	Yes	No
Facilities are on navigable waters.	<input type="checkbox"/>	<input type="checkbox"/>
Facilities construction or renovation is designed to last at least 20 years	<input type="checkbox"/>	<input type="checkbox"/>
Facilities are for temporary (less than 10 day visit) use by non-trailerable (greater than or equal to 26 feet) transient recreational vessels (operated primarily for pleasure).	<input type="checkbox"/>	<input type="checkbox"/>
Facilities are in water greater than or equal to 6 feet of depth at the lowest tide.	<input type="checkbox"/>	<input type="checkbox"/>
Public pumpout is available on site or within two miles. Location of pumpout facility: _____	<input type="checkbox"/>	<input type="checkbox"/>
Facilities provide security, safety, and service (including a pumpout station within 2 miles for overnight facilities)	<input type="checkbox"/>	<input type="checkbox"/>
Facilities are open to the public without regard to age, race, color, religion, sex, disability (Handicap), familial status or national origin.	<input type="checkbox"/>	<input type="checkbox"/>

## Project Description and Schedule of Work

A. Provide Scope of Work to be performed (use additional pages if necessary).

B. Provide a schedule of work to be performed.

C. Attachments:

- Scaled Area Map
- Scaled Vicinity Map, include the Latitude and Longitude
- Scaled Site Plans, include plan & elevation views and the affected coastal resources, and location of mean low water, mean high water & the high tide line (also include datum).

**What permits will be needed for the proposed work? (Federal, State, Local)**

What is the status of these permits at this time?

**What fees, if any will be charged:**

Daily:

Nightly:

## 8. Project Justification

- a. Please attach separate pages to provide a clear description of **NEED, OBJECTIVE, EXPECTED BENEFITS**, and **APPROACH** for Tier I and Tier II applications. Please refer to the section on “**How to Apply- Submission Requirements**” for a description and examples of what is needed in each.
- b. Please also read the section on “**How Projects are Scored**” to determine if you have provided sufficient justification to compete with other projects nationally. Please attach separate pages to provide a clear description of how your project meets the scoring criteria listed below. This additional information is needed for Tier II applications only.
  1. Explain your plan to construct, renovate, and maintain tie-up facilities for transient, non-trailerable recreational vessels (less than 10 days in a single location and greater than or equal to 26 feet long)
  2. What innovative techniques will be used to increase the ability of tie-ups? What are the creative or different approaches chosen that will improve the overall project?
  3. List all entities that will provide public/private, public/public partnerships, other than the lead state agency.
  4. Does this project provide a significant link to prominent destinations such as those near major metropolitan areas, cultural or natural attractions, or safe harbors from storms? Please identify location(s) and describe.
  5. Describe how this project will provide access to national, regional and local recreational, historic, cultural, natural, or scenic attractions.
  6. How does this project provide a significant positive economic impact to its community?
  7. How is this project cost-efficient? Discuss the features that add a high value compared with the funds required from the proposal. (For example, constructing a small feature to an existing facility, which adds value and boating opportunities verses installing a complete facility.)
  8. Are you involved in any Multi-state coordination for locating tie-up facilities?
  9. List all funds (private, local, or other State funds in addition to the non-Federal match to be applied to the project and what percentage this funding represents.

## 9. Project Summaries and Budget Sheet

### A. PROPOSED PROJECT COMPONENTS (Eligible Costs)

	Number	Replacement?	New Installation?	Estimated Cost
DOCKS				\$
SLIPS				\$
MOORING BUOYS				\$
NAVIGATIONAL AIDS				\$
OTHER:				\$
OTHER:				\$
OTHER:				\$
INITIAL DREDGING				\$
GRAND TOTAL				\$

**B. BUDGET FORM**

<u>DESCRIPTION</u>	<u>TOTAL</u>	<u>FEDERAL MATCH</u>	<u>LOCAL MATCH</u>
<b>Design / Permitting / Engineering Costs:</b> (specify) (Include Permit Application Fees and Development Costs for Plans and Specifications.			
<b>Equipment:</b> Purchases / Repairs: (specify)			
<b>Supplies:</b> (specify)			
<b>Construction / Installation Costs:</b> (itemize)			
<b>Total Project Costs:</b> (Total of above)			
<b>Funding Requested = ____ % of Total</b> (Maximum of 75%)			
<b>Match Amount = ____ % of Total</b> (Minimum of 25%)			



## Signatures

“I have personally examined and am familiar with the information submitted on this application and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.”

**Applicant Signature:** \_\_\_\_\_ **Date:**

**Title:**

**Applicant Printed Name:**

**Owner/Chief Elected Authority or Designee**

**Signature:** \_\_\_\_\_ **Date:**

**Title:**

**Owner Printed Name:**

**Return Two applications with the original signature and Attachments**

## DEPARTMENT OF ENVIRONMENTAL PROTECTION

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.  
AGREEMENT

CHECK ONE:

- ☒ GRANT  
☐ PERSONAL SERVICE

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO.	
<b>CONTRACTOR</b>	(3) CONTRACTOR NAME		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS		
<b>STATE AGENCY</b>	(5) AGENCY NAME AND ADDRESS <b>DEP -BOR- Boating Division, 333 Ferry Road, Old Lyme, CT 06371</b>		(6) AGENCY NO. <b>DEP44434</b>
<b>CONTRACT PERIOD</b>	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
<b>CANCELLATION CLAUSE</b>	This agreement shall remain in full force and effect for the entire term of the contract period stated unless cancelled by the State Agency giving the Contractor written notice of such intention (required days notice specified at right). State Agency reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is terminated by either party. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available, or for contractor performance.		(9) REQUIRED # OF DAYS WRITTEN NOTICE <b>30</b>
<b>COMPLETE DESCRIPTION OF SERVICE</b>	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)  Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.  Appendix A consists of four (4) pages numbered A-1 through A-4 inclusive.  Continued on Page 3 of 4, which is attached hereto and made a part hereof. Page 1 of 4 (Page 2 of 4 is the reverse side of this sheet)		
<b>COST AND SCHEDULE OF PAYMENTS</b>	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  Cost, Schedule of Payments, Sample Invoice, and Assurances are attached hereto as Appendix B, Appendix C, Appendix D and Appendix E, respectively, and made a part hereof. (Appendices B, C, and D consist of one (1) page each, numbered B-1, C-1 and D-1). Appendix E consists of two (2) pages numbered E-1 and E-2.  Total Payments Not to Exceed the Maximum Amount of \$.		
(12) ACT CD	(13) DOC TYP	(14) COM. TYP	(15) LSE. TYP
(20) COMMITTED AMOUNT		(21) OBLIGATED AMOUNT	
(22) Amount	(23) Dept	(24) Fund	(25) SID
(26) Program	(27) Project	(28) Bud Ref	(29) Agency CF 1
(30) Agency CF 2	(31) Account		
An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.			
<b>ACCEPTANCES AND APPROVALS</b>		(32) <b>STATUTORY AUTHORITY</b> CGS Sec. 22a-6(a)(2), as amended, 16 USC 777g-a, as amended, and 50 CFR Part 86	
(33) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE DATE	
(34) AGENCY (AUTHORIZED OFFICIAL)		TITLE Commissioner DATE	
(35) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE	

DISTRIBUTION: CONTRACTOR  
DATE: \_\_\_\_\_

AGENCY

FUNDS AVAILABLE: \_\_\_\_\_

## TERMS / CONDITIONS

### **EXECUTIVE ORDERS**

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Executive Order No. 7B: This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005 regarding contracting reforms.

### **NON-DISCRIMINATION (taken from CGS)**

A. The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

B. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

C. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

D. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

F. The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

H. The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

### **INSURANCE**

The contractor shall carry insurance during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees of either the contractor or subcontractor in providing services of this contract. Certificates of such insurance shall be filed with the state agency prior to the contractor's performance of contracted service.

### **STATE LIABILITY**

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Boating Infrastructure Grant Program Coordinator, Department of Environmental Protection - Bureau of Outdoor Recreation, Boating Division, 333 Ferry Road, Old Lyme, CT 06371.

Acknowledgment. The Contractor shall provide credit to both the Connecticut Department of Environmental Protection (DEP) and the Sport Fish Restoration Program as the source of funding of the subject matter of this contract. For such purpose, the following logo shall appear on any product, including but not limited to, publicity campaigns, signs, displays, advertisements, printed materials, or other documents for distribution prepared under the terms of this contract, and on any tie-up facilities that the Contractor may construct, acquire, develop, or maintain under this contract.



**Funded in part by the Connecticut  
Department of Environmental  
Protection through a US Fish and  
Wildlife Service Boating  
Infrastructure Grant**



Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.

Change in Scope of Work. Any proposed change in the Scope of Work included in Appendix A shall be requested in writing to the Commissioner and, if acceptable, authorized through a contract amendment. Changes in the Scope of Work may not be made in any other way. If the DEP determines that the requested change is a substantial change to the approved Scope of Work included in Appendix A and needs U.S. Fish and Wildlife Service (USFWS) involvement or attention, the DEP shall submit the requested change to the USFWS for review and approval. If deemed necessary by the USFWS, an approved change to the Scope of Work shall be documented in an amendment to the approved Boating Infrastructure Grant Program (BIG Program) grant agreement.

Change in Principal Project Staff. Any changes in the principal project staff shall be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.

Recording and Documentation of Receipts and Expenditures. Accounting procedures shall provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due to the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.

Officials Not to Benefit. No member of or delegates to the Congress of the United States of America, no resident Commissioner, and no elected or appointed municipal official shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this contract.

Procurement of Materials and Supplies. The Contractor may use its own procurement procedures, which reflect applicable State and local law, rules and regulations, provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more per unit be approved by the Commissioner before acquisition.

Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding \$3,000.00, by the authorized representative of the state Attorney General's office.

Real Property. The Contractor shall not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the DEP. The Contractor shall record the Federal interest in the title of real property in accordance with DEP directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

Plans and Specifications. The Contractor shall comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.

State Audit. The Grantee receiving federal funds shall comply with the federal Single Audit Act of 1984, P.L. 98-502, and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds shall comply with the Connecticut General Statutes, Sections 7-396a and 7-396b, and the State Single Audit Act Sections 4-230 through 4-236, inclusive, and regulations promulgated there under. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records will be made available to the state and/or federal auditors upon request.

Litigation. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court without permission of the Office of the Claims Commissioner.

Cancellation. This agreement shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

Severability. The provisions of this contract are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.

Choice of Law. This contract shall be governed by the substantive laws of the State of Connecticut.

Federal Laws, Regulations and Policies. The Contractor shall acknowledge and agree that the BIG Program regulations, 50 C.F.R. Part 86, require that the Contractor shall agree to and certify compliance with all applicable Federal laws, regulations and policies and that the Contractor shall submit to the DEP an Assurance Statement, as described in 43 C.F.R. 12.51(c), that states how the Contractor shall comply with Federal grant requirements. An Assurance Statement is attached hereto and incorporated herein as Appendix E (Federal Form SF-424D, Statement of Assurances Construction Program). The Contractor shall acknowledge and agree that, pursuant to 50 C.F.R. Part 86, the Contractor may be required to provide additional documentation to comply with environmental and other laws as defined in U.S. Fish and Wildlife Service Manual 523 FW 1.

## APPENDIX A

### SCOPE OF WORK

**PURPOSE:** To design, install, operate, and maintain tie-up facilities at the <location> for transient (less than 10 day visit) nontrailerable recreational vessels, which are vessels 26 feet long or more in length manufactured primarily for pleasure.

**DESCRIPTION:** The <Applicant> (the Contractor) agrees to complete the project entitled: **Mooring Field**, hereinafter referred to as the "Project". The Contractor shall design, construct and maintain in good operating condition, forty (40) moorings adjacent to the <location>. More specifically, the Project shall consist of the following tasks and requirements listed below.

**Construction Specifics:** The Contractor shall install forty (40) moorings adjacent to the <location>. Mooring anchors shall be 300 pound mushroom anchors jettied into the substrate with twenty feet of one-half (1/2) inch chain, 20 feet of three-eighths (3/8) inch chain, 25 feet of three-quarters (3/4) inch nylon line, a buoy, and appropriate swivels, shackles, thimbles, chafing gear and splices.

**Location:** Moorings are to be located on navigable waters, allowing for reasonable public access to all recreational vessels. They shall be located in water greater than or equal to 6 feet of depth at the lowest tide.

**Security and Services:** The Contractor shall provide security, safety and services, including a pumpout station within 2 miles of such Project facilities, for any Project facility that recreational boaters may use overnight.

**Permits:** All required permits shall be obtained by the Contractor prior to the Contractor's commencement of work and the release of contract funds.

**Warranty of Materials and Workmanship:** Unless otherwise specified in writing, the Contractor agrees and warrants that:

All materials and equipment incorporated in the work under this contract shall be new, in first-class condition, and in accordance with the terms and provisions of said contract;

All workmanship shall be of the highest quality, in accordance with the terms and provisions of this contract, and performed by persons qualified at their respective trades; and

All tie-up facilities shall be designed and built to last at least 20 years with periodic maintenance, with heavy-duty materials and overbuilt construction encouraged to maximize the lifetime durability of the facility and to minimize the cost of long-term maintenance thereof.

**Maintenance of Project Facilities:** The Contractor shall be responsible for all repairs, replacement, and reconstruction of the Project facilities necessary because of the normal effects of weather, age, and all uses of the Project facilities, including but not limited to public use. All tie-up facilities shall be designed and maintained for the useful life of said facilities, said useful life to be of significant longevity of not less than 20 years except for destruction thereof by an Act of God.

**Operation and Use of Project Facilities:** The Contractor shall be responsible for the operation of the Project facilities, including all costs associated with said operation, for the useful life of the Project facilities. Said responsibilities include trash and litter removal, cleaning of the facility, and law enforcement patrol of the facility.

All tie-up facilities shall be operated, maintained and used for the purpose(s) stated in the Boating Infrastructure Grant Program (BIG Program) grant application submitted by the Contractor for the useful life of the Project facilities. Facilities are for temporary (less than 10 day visit) use by non-trailerable (greater than or equal to 26 feet) transient recreational vessels (operated primarily for pleasure). Said Project facilities cannot be converted to another use without the express written consent of the Connecticut Department of Environmental Protection (DEP) and the U.S. Fish and Wildlife Service (USFWS).

The Contractor assumes full responsibility for all wear-and-tear and damages to the Project facilities resulting from non-BIG Program project use and hereby agrees to pay all costs of maintenance and repair to the Project facilities during the useful life of said facilities regardless of whether said wear-and-tear or damages were caused by BIG Program project use or non-BIG Program project use. The Contractor also understands and agrees that the Project facilities shall be used primarily for BIG Program project use, that BIG Program project use is the highest priority use of said facilities, and that any non-BIG Program project use shall not interfere with or in any way hinder BIG Program project use.

**Public Access to Facilities:** The Contractor shall allow reasonable public access to all recreational vessels for the useful life of the tie-up facilities. Reasonable public access means access a) at locations where the public can reasonably reach the facility, b) where all recreational vessels typical to that facility can easily use that facility, c) open for reasonable periods, and d) charging equitable fees. Public access shall also be allowed to the shore and to basic features such as fuel, water, electricity, restrooms, and pump-outs at facilities that have these services.

**Fees for Use of Facilities:** The Contractor may charge the public a reasonable fee for use of the Project facilities. A reasonable fee is a fee that is consistent with, comparable to, and at the same rate as fees charged by others for similar use at equivalent facilities in the area. Fees shall neither discriminate against nor discourage anyone from using the Project facilities. All future user fees collected by the Contractor or changes to existing fees funded under the original contract shall be reviewed and approved in writing by the DEP prior to the implementation of said fees. No such fees can be charged until the Contractor has received such written approval from the DEP.

In accordance with the requirements of the BIG Program, 50 CFR Part 86, and Executive Order 12866, all revenues from such user fees shall be applied to the cost of operating and maintaining the Project facilities for the useful life thereof. If the Contractor charges a user fee, the Contractor shall establish a separate account for all such user fee funds received and expended in connection with said facilities. The Contractor shall preserve the records of said account and permit the DEP to inspect and audit these records upon request, but not more frequently than twice each fiscal year. The Contractor shall upon request provide to the DEP a list of all such user fees along with all documentation demonstrating how the value of such fees was determined.

**Term:** The terms and provisions set forth in this contract shall survive and be in full force and effect from the date hereof for the useful life of the Project facilities that are the purpose for this contract, except for destruction thereof caused by an Act of God. The terms and provisions herein shall survive the termination of the BIG Program grant providing Federal funds for this project.

**Sale of Docking Facility:** The Contractor shall, if the Project facilities are sold, and upon the sale of the Project facilities, ensure that the conditions of this contract are made part of any purchase and sale agreement with the new owner. The Contractor shall notify the DEP of the sale immediately.

**Budget:** Total project cost is estimated to be \$. Reimbursement shall not exceed \$ (75% of Total Eligible Project Costs). The contractor agrees to pay any amount above the remaining \$ that the DEP has made available in order to complete the Project as described in this part. The Contractor shall adhere to the budget, which is included in this contract in Appendix B.

**Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract shall provide credit to both the DEP and the Sport Fish Restoration Program as the source of funding of the subject matter of the Project. For such purpose, the following logo shall appear on any product, including but not limited to, publicity campaigns, signs, displays, advertisements, printed materials, or other documents for distribution prepared under the terms of this contract, and on any tie-up facilities that the Contractor may construct, acquire, develop, or maintain under this contract.



**Funded in part by the Connecticut  
Department of Environmental  
Protection through a US Fish and  
Wildlife Service Boating  
Infrastructure Grant**



**Non-Federal Match:** Recipients of funds under the BIG Program shall share in % of the cost of the Project.

In sharing in the Project's costs, the Contractor shall comply with the provisions of 43 C.F.R. 12.64 regarding requirements associated with cost sharing. Under 43 C.F.R. 12.64, the Contractor may satisfy the cost-sharing requirement of the contract by contributing either allowable costs incurred by the Contractor, which includes allowable costs borne by non-Federal grants or by other cash donations from non-Federal third parties, or by the value of third party in-kind contributions applicable to the contract period. Neither costs nor the value of third party in-kind contributions may count, however, towards satisfying the cost-sharing requirement if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds. In addition, third party in-kind contributions shall count towards the cost-sharing requirement only where, if the Contractor were to pay for the in-kind contributions, the payments would be allowable costs. In-kind contributions shall also represent the current market value of non-cash contributions that the third party furnishes as part of the contract. Finally, third party in-kind contributions shall be necessary and reasonable to accomplish the approved grant objectives.

With respect to the valuation of donated services, such services shall be valued at rates consistent with those ordinarily paid for similar work in the Contractor's organization. If, however, the Contractor does not have employees performing similar work, the rates shall be consistent with those ordinarily paid by other employers for similar work in the same labor market. In determining the value of the services provided, the Contractor may include fringe benefits.

The Contractor shall document the valuation of costs and third party in-kind contributions counting towards satisfying the cost-sharing requirement and submit a summary to the DEP in accordance with the requirements in this contract. The summary documenting the costs and third party in-kind contributions shall show how the value placed on the third party in-kind contributions was derived.

**Construction Schedule:** The Contractor shall complete the construction of the Project facilities by September 30, 2008 and shall notify the DEP in writing within 30 days of such completion. The DEP staff shall inspect the site within 30 days of notification of completion to verify that the Project facilities have been built in accordance with the approved plans and specifications. If deficiencies in the construction of the Project facilities are noted during this inspection, the DEP shall provide to the Contractor a list of remedial work items to be performed prior to acceptance of the Project facilities. The Contractor shall notify the DEP once all remedial work is completed. The DEP shall retain the right to re-inspect the Project facilities to assure compliance with all listed remedial work items.

**Publication of Materials:** The Contractor shall obtain written approval from the Commissioner prior to distribution or publication of any printed material prepared under the terms of this contract.

**Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Gwendolynn Flynn, BIG Program Coordinator  
Department of Environmental Protection  
Bureau of Outdoor Recreation  
Boating Division  
333 Ferry Road  
Old Lyme, CT 06371



**Payment Requests:** The Contractor shall submit written payment requests to the BIG Program Coordinator, DEP, not more frequently than quarterly. Requests shall be accompanied by a brief financial statement of expenses incurred, a sample of which is attached hereto in Appendix D, and supporting documentation of such expenditures.

**Project Summaries:** Following execution of this contract, the Contractor shall provide summaries of the Project's status to the BIG Program Coordinator, DEP, once every six months during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date.

**Amendments:** Formal written amendment of the contract is required for changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

revisions to the maximum contract payment,  
the total unit cost of service,  
the contract's objectives, services, or plan,  
due dates for reports,  
completion of objectives or services, and  
any other contract revisions determined material by the DEP.

**No further extensions to this award shall be allowed. Failure to complete the project and submit all deliverables by the expiration date of this final extension shall result in the forfeiture of any additional payments.**

**Final Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit to the BIG Program Coordinator, DEP, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of the Scope of Work outlined in this appendix, Appendix A, have been met including, but not limited to, photographs of work completed, photographs of posted signs and a time line of when work was completed.

**Final Financial Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the BIG Program Coordinator, DEP, with supporting documentation sufficient to demonstrate expenditures identified in the Project proposal. Amounts spent on specific items, such as moorings, and invoices and photocopied checks used to pay for such items, shall be included in the Final Financial Report (*see* Appendix D for sample format).

**APPENDIX B**  
**PROJECT COSTS**

<b><u>DESCRIPTION</u></b>	<b><u>TOTALS</u></b>
<b>Total Project Cost including Equipment:</b>	\$30,000.00
<b>Design / Permitting / Engineering Costs:</b>	
<b>Supplies:</b>	
<b>Construction / Installation Costs:</b>	
<b>Funding Provided = <u>75</u> % of Total</b>	\$30,000.00
<b>Required Match Provided= <u>25</u> % of Total</b>	\$10,000.00
<b>Project Totals</b>	\$40,000.00

**APPENDIX C**  
**SCHEDULE OF PAYMENTS**

The Commissioner agrees to pay the Contractor for performance of work contained in Appendix A (Scope of Work) in an amount which shall not exceed a maximum of thirty thousand dollars (\$30,000.00) representing 75% of project costs, which shall constitute full and complete compensation from the Department of Environmental Protection for the services rendered hereunder. Of that amount, twenty thousand, seven hundred sixty-six dollars and eleven cents (\$20,766.11) remains to be paid under this contract. The Contractor is responsible for all costs in excess of the remaining \$20,766.11 to complete the Project. Reimbursements shall be made on no more than a quarterly basis (every three months from approval of this contract) following submission by the Contractor of an invoice and all supporting documentation (*see* Appendix C).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

Any subsequent payments made to the Contractor by the Commissioner shall allow for the reimbursement of funds to meet allowable financial obligations incurred in conjunction with the Project, prior to the expiration of this contract. The Contractor shall submit written payment requests to DEP's BIG Program Coordinator, not more frequently than quarterly. Requests for reimbursement shall be accompanied by a brief financial statement of expenses incurred, a sample of which is attached hereto as Appendix D, and any supporting documentation of such expenditures.

If the funds are reimbursed to the Contractor which exceed 75% of total eligible project costs, the Contractor shall reimburse the DEP through a check made payable to "Department of Environmental Protection" within 90 days of the contract expiration date.

**APPENDIX D**

**SAMPLE INVOICE /**  
**FINANCIAL EXPENSE REPORT**

**Contractor Name:** \_\_\_\_\_

**PSA #:** \_\_\_\_\_

**Date of Invoice:** \_\_\_\_\_

**Date Range for Work Completed** \_\_\_\_\_

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
<b>Totals</b>			

## **Appendix E**

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION		DATE SUBMITTED